

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** 4-16-03

**Division:** Growth Management

**Bulk Item:** Yes ☒ No ☐

**Department:** Marine Resources

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**AGENDA ITEM WORDING:** Approval of the Contract Agreement between Monroe County and American Underwater Contractors, Inc. for the installation of four aids to navigation off of Key Colony Beach, Shelter Bay from Vaca Cut.

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**ITEM BACKGROUND:** This is a continuation of Master Channel Marking Plan for the Florida Keys. Three quotes received, A.S.A.P., Inc. Marine Contractors-\$21,000, Spirit Marine Towing & Assistance-\$6,480, and American Underwater Contractors, Inc.-\$5,947.

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**PREVIOUS RELEVANT BOCC ACTION:** None

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**CONTRACT/AGREEMENT CHANGES:** New Contract

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**STAFF RECOMMENDATIONS** Approval

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**TOTAL COST:** \$5,947.00

**BUDGETED:** Yes ☒ No ☐

**COST TO COUNTY:** Staff Time Only

**FUNDING SOURCE:** BIF

**REVENUE PRODUCING:** Yes ☐ No ☒ **AMOUNT PER:** MO \$ \_\_\_\_\_ YR \$ \_\_\_\_\_

**APPROVED BY:** COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

**DIVISION DIRECTOR APPROVAL:** \_\_\_\_\_

  
Timothy J. McGarry, AICP

**DOCUMENTATION:** INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #:** 26

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: American Underwater Contract # \_\_\_\_\_  
Contractors \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

### Contract Purpose/Description:

Installation of four aids to navigation, Key Colony Beach, Shelter Bay.

Contract Manager: Kim McGee 3911 Marine Resources  
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 4-16-03 Agenda Deadline: 4-2-03

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 5,947.00 Current Year Portion: \$ 5,947.00

Budgeted? Yes ☒ No ☐ Account Codes: 157 - 62602 - 530 - 340 -

Grant: \$ BIF \_\_\_\_\_

County Match: \$ N/A \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A /yr For: \_\_\_\_\_  
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>3/24/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/26/03</u>
Risk Management	<u>3/24/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>W. [Signature]</u>	<u>3/24/03</u>
O.M.B./Purchasing	<u>4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/24/03</u>
County Attorney	<u>4/3</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-19-03</u>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# County of Monroe

**Department of Marine Resources**

2798 Overseas Highway, Suite 420  
Marathon, Florida 33050  
Phone: (305) 289-2805  
FAX: (305) 289-2536

**Board of County Commissioners**

Mayor Dixie Spehar, Dist. 1  
Mayor Pro Tem Murray Nelson, Dist. 5  
Comm. Charles "Sonny" McCoy, Dist. 3  
Comm. George Neugent, Dist. 2  
Comm. David Rice, Dist. 4

January 30, 2003

To: Kim McGee, Marine Projects Coordinator  
From: Richard Jones, Marine Resources Planner  
Re: New markers at Key Colony Beach

The Department of Marine Resources is moving ahead with the installation of Aids to Navigation marking the channel at Key Colony Beach leading into Shelter Bay from Vaca Cut. Please provide the attached Scope of Work to contractors interested in submitting bids for this project.

# AMERICAN UNDERWATER CONTRACTORS, INC.

102 SUN FISH LANE JUPITER, FL 33477  
PH: 561-575-5538 FAX: 561-575-4651  
AUCfooster@aol.com

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Mrs. Kim McGee  
Marine Projects Coordinator  
Monroe County Marine Resources  
5503 College Road  
Room 2024, Dept. of Juvenile Justice Bldg.  
Key West, FL 33040

Ph: 305-295-3911  
Fx: 305-295-3917

February 28, 2003

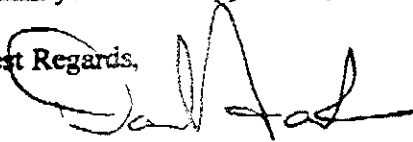
RE: Marker Installations Into Key Colony Beach

Dear Kim:

As per your fax dated February 20, 2003, American Underwater Contractors, Inc. can install the four markers into Key Colony Beach as per specifications for a lump sum price of \$ 5,947.00 (Five thousand, nine-hundred and forty-seven dollars)

Thank you for the opportunity to bid this job.

Best Regards,



David Foster  
President  
American Underwater Contractors, Inc.

24 Hr.  
Service

# **SPIRIT**



## **MARINE TOWING & ASSISTANCE**

VHF  
Ch. 16

*Our Experience will save you Time and Money*

Feb 25, 2003

Kim McGee  
Marine Projects Coordinator

At fax #: 295-3917

### **PROPOSAL**

Spirit Marine proposes to do the following work: Install four wood pilings of 9" diameter and their associated signage in the vicinity of Shelter Bay, Key Colony Beach. Spirit will provide all materials including piling caps. Scope of work includes removal and disposal of 2 existing pilings.

All work will be performed in a professional manner and to the standards of Monroe County.

**COST: \$6480.00**

DUKE PONTIN • P.O. Box 244 • Big Pine Key, Florida 33043  
(305) 872-2752

**A.S.A.P INC. Marine Contractors**

P.O. Box 804  
Tavernier, FL 33070  
Phone 305-852-4554

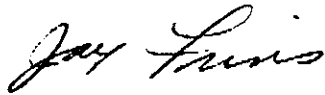
**2-26-03**

**Bid: Shelter Bay Channel Marker Project.**

**Our Price for 4 channel markers as per specs:**

**Total: \$21,000.00**

**Jay Frins**

A handwritten signature in cursive script, appearing to read "Jay Frins".

**ASAP INC**

## CONTRACT AGREEMENT

AGREEMENT, MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ 2003, by and between, American Underwater Contractors, Inc. ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida (Board).

The Contractor and the Board, for the consideration named, agree as follows:

1. The Contractor shall furnish all the materials for the installation of four aids to navigation, Shelter Bay, Key Colony Beach, Monroe County as specified by Exhibit A.
2. The work performed under the Contract shall commence immediately from the date the Liaison provides the Notice to Proceed and shall be completed by June 30, 2003.
3. The Contractor understands the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and the requirements of the Specifications attached as Exhibit A & B are understood by the Contractor.
4. The Board shall pay the Contractor the total sum of \$ 5,947.00 for the work listed in Exhibit A of this Contract. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Payment shall be upon completion by the Contractor and review and approval of the close out documentation by the Marine Projects Coordinator.
5. The attached List, Map, and Specifications together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of the County Commissioners from any and all claims for bodily injury (including death), personal injury, and the property damage (including property owned by Monroe County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, their employees or agents. The purchase of the insurance required in the paragraph 11 does not vitiate this indemnification provision.

7. The Contractor acknowledges his/ her intention to comply with the need to coordinate all work with the appropriate environmental agencies, the U.S. Coast Guard, and the County.

8 . The Contractor agrees to supply the County with a set of photographs of the complete work along with a letter certifying completion of work.

The Contractor will be responsible for the camera, film, and development costs. The Contractor also agrees to provide transportation for the Liaison to inspect the completed work.

9. The Contractor understands and agrees that no payment will be made for this project without required photographs and written certification of completion.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The CONTRACTOR will be responsible for all necessary insurance coverage as indicated by the an "X" on the attached forms of Exhibit C identified as General



Insurance Requirements and INSKLST 1-4, as further detailed on forms WC1, WCJA, GL1, VL1, & WL1. All policies must list Monroe County as additional insured with the exception or the Workers Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its direction, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ( \$10,000.00 ) for a period of 36 months from the date of being placed on the convicted vendor list.

14. The Board may terminate this Agreement with or without cause at any time upon giving the Contractor up to 10 days notice in writing. The Contractor, upon receipt

of the notice, shall immediately cease work. The Board must pay the Contractor the percentage of the contract price which is satisfactory to the Board up to date the contractor received the notice of termination.

14. This Contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County.

IN WITNESS WHEREOF the parties here to have executed this agreement by the day and year first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Mayor/Chairman

Witness: Chris Isely

Business Name: American Underwriter Contractors, Inc

Witness: Matthew

By: [Signature]

Title: President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: [Signature]  
ROBERT N. WOLFE  
DATE: 3-19-03

Scope of Work  
For Marker Installations Into Key Colony Beach

The awarded contractor shall install markers in a previously unmarked channel. The route leading into Shelter Bay from Vaca Cut, adjacent to Key Colony Beach in the middle Keys, shall be marked with lateral aids. The work entails the removal and disposal of two existing (unpermitted) pilings, the installation of four new 9" diameter piles, and the installation of small size lateral aids signs (1½' x 1½' green squares and 2' x 2' red triangles) on the four piles (eight signs total). The contractor shall provide all materials and supplies, including piling caps. See the attached color GIS map for marker locations. The following lateral aids shall be installed:

<u>Name of Aid</u>	<u>Approximate Locations (NAD83)</u>	
Shelter Bay DBN 1	24° 43' 35.8"	81° 01' 30.8"
Shelter Bay DBN 3	24° 43' 37.1"	81° 01' 25.7"
Shelter Bay DBN 5	24° 43' 37.2"	81° 01' 22.9"
Shelter Bay DBN 7	24° 43' 37.9"	81° 01' 17.4"

Contractors should refer to the attached Monroe County Specifications sheets for more detailed information regarding specifications and installation of small size piles and signs. Contractors must coordinate the installations with Richard Jones, Marine Resources Planner (305 289-2805), to ensure that all work is performed satisfactorily.



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shoal

Shelter Bay

marked channel

proposed

Vaca Cut

13

1

7

5

10

8

4

Shoal

8

7

5

1

3